



**REQUEST FOR PROPOSAL
Notice to Prospective Proposers**

August 28, 2003

You are invited to review and respond to this Request for Proposal (RFP), entitled **Special Needs Project Coordination and Training, CCFC-6916**. In submitting your proposal, you must comply with the instructions found herein.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site www.ols.dgs.ca.gov/Standard+Language. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the California Children and Families Commission (CCFC), this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Bryan Hobson
First 5 California Children and Families Commission
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There will be a mandatory Pre-proposal Conference held on September 22, 2003. Attendance at the Conference will be mandatory for those who want to submit a proposal, and a "Letter of Intent to Bid" is required in order to participate. The letter must be mailed, hand-delivered, or faxed (916-327-8493) to Marc Brandon by 5:00 p.m. on September 12, 2003.

This RFP and any future related information, including RFP addenda if issued, can be viewed and downloaded at Internet site www.ccfc.ca.gov.

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

In June, proposed deliverables and proposed qualifications/criteria for this RFP were circulated widely for comment. **Please review this RFP closely—some revisions have been made as a result of comments received. Please note a major shift in the scope of work and deliverables that reflects full integration of the behavioral health/mental health coordination and training roles as a responsibility of the contractor selected through this RFP.**

The CCFC intends to make a single contract award for First 5 California Special Needs Project Coordination and Training. CCFC recognizes that no single organization may have on-staff experts in all areas of the Scope of Work and that a well-qualified contractor may join in partnership with other entities to complement that organization's strengths. This collaboration or joint venture may include other national expert advisers, statewide organizations, Universities or Community Colleges, and other entities. With that in mind, a preliminary list of potential bidders and individuals who have expressed interest in this RFP is available on the CCFC website, or by contacting me at the above address.

Bryan Hobson, Chief
Administration Division



Request for Proposal

Special Needs Project Coordination and Training

CCFC-6916



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501 J Street, Suite 530
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August 28, 2003

First 5 California Special Needs Project

Abstract

Significant gaps and disparities continue to exist in the provision of services for young children with special needs. And all too often, the multiple agencies that comprise the current “system” must wait for a child to fail rather than promote a community model based on primary prevention and provision of early interventions. The First 5 California Special Needs Project is designed to ensure early identification of special needs and early intervention through a continuum of community-based coordinated services (existing and, as required, new or enhanced/improved services). The Project demonstration sites will serve families of all young children with special needs, including those whose disabilities have not yet been diagnosed or whose special needs do not meet the criteria under the Individuals with Disabilities Education Act (IDEA) or the Americans with Disabilities Act (ADA) (e.g., children who have or are at risk for a chronic behavioral condition that requires services beyond that required generally). Given that the platform for the Special Needs demonstration sites will be selected School Readiness programs, the population of children to be served is highly diverse (ethnically and linguistically).

The First 5 California Special Needs Project is centered on approximately ten demonstration sites (to be selected from First 5 School Readiness Initiative programs) that test a combination of evidence-based and promising practices and systems reconfigurations to better support a diverse population of children with special needs (refer to definition of special needs on page 9) to achieve their greatest potential in the health, social/emotional/behavioral, and cognitive domains. Stated in highly simplified terms, the demonstration sites are expected to:

1. Create an interagency, interdisciplinary, coordinated, community-wide system that provides universal access to and improved utilization of periodic screening/assessment, using tools/processes that are culturally, linguistically, and developmentally appropriate.
2. Improve access to and utilization of services and supports through a family-focused/family friendly interdisciplinary, coordinated, community-wide system.
3. Include children with special needs in appropriate typical preschools, child care and development programs, and other community settings with provision of necessary supports to help the children succeed in these environments.
4. Participate in program evaluation to identify effective practices, resources and other tools for improving programs and achieving Project outcomes.

Up to \$9.5 million total (plus local match of equal value) is available to fund the demonstration sites over four years. Up to \$1.5 million total is available for an independent evaluation of the demonstration site programs.

This request for proposals funds a Statewide Coordination and Training contract for a lead entity that assembles a diverse and skilled team to primarily coordinate communication and transfer of knowledge across the demonstration sites and document

the demonstration sites' successful strategies for later dissemination. This contractor will provide the resources and training opportunities to enable the demonstration sites to improve child outcomes, increase families' satisfaction with services and their ability to support the children's optimal growth and development, and create an interdisciplinary coordinated system of services that results in improved outcomes for children (Expected Project Outcomes that the contractor is to assist sites in achieving are described in more detail starting on page 11). In very general terms, the contractor's major responsibilities are to:

1. Evaluate and recommend effective screening/assessment tools/processes that are culturally, linguistically and developmentally appropriate; provide criteria for selecting appropriate tools/processes for particular purposes, applications and populations; and develop/deliver training on their use.
2. Collaborate with the evaluation contractor, Project advisory group, and demonstration sites to refine project outcomes and indicators and tailor demonstration site strategies to achieve the outcomes.
3. Train demonstration site participants (providers, families, and other caregivers) of various disciplines, emphasizing culturally and linguistically appropriate strategies, approaches, and interventions in serving/working with families to achieve outcomes.
4. Facilitate and document systems reconfigurations/improvements that represent a better service model for families.
5. Disseminate Project effective design elements and practices statewide to School Readiness partners and other First 5 programs.

Please refer to the scope of work (starting on page 17) for a detailed description of the contractor's responsibilities. Up to \$5 million total is available over five years to accomplish this work.

Table of Contents

A. Purpose and Description of Services	7
Purpose.....	7
Background.....	16
Problem Statement.....	16
Scope of Work.....	17
B. Minimum Qualifications for Proposers	25
C. Proposal Requirements and Information	26
1. Key Action Dates.....	26
2. Mandatory Pre-Proposal Conference	27
3. Work Plan and Work Schedule Requirements	27
4. Cost Detail Format and Requirements	30
5. Submission of Proposal.....	30
6. Evaluation Process.....	33
7. Award and Protest.....	37
8. Disposition of Proposals.....	38
9. Agreement Execution and Performance.....	38
D. Preference Programs.....	39
1. Small Business Preference	39
2. Target Area Contract Preference Act (TACPA)	39
3. Local Agency Military Base Recovery Area (LAMBRA) Act	39
4. Enterprise Zone Act (EZA)	39
E. Required Attachments	39
Required Attachment Check List.....	40
Proposal/Proposer Certification Sheet	41
Completion Instructions for Proposal/Proposer Certification Sheet.....	42
Cost Proposal Worksheet.....	43
Proposer References	44
STANDARD AGREEMENT (STD 213)	45
Scope of Work.....	46
Budget Detail and Payment Provisions	47
Cost Proposal.....	49
Special Terms and Conditions	50
Additional Provisions	54

A. Purpose and Description of Services

Purpose

The California Children and Families Commission (CCFC) oversees the First 5 California program. A basic premise of the California Children and Families Act is that there is a need for and benefit of providing services and supports to very young children as early as possible to realize the maximum benefit. To extend this benefit to all children, the Commission approved funding for the First 5 California Special Needs Project as a demonstration project to test and disseminate effective practices to strengthen the ways in which the First 5 California School Readiness Initiative assists the diverse population of children with special needs (including physical and neurological disabilities, developmental delays, and social/emotional and behavioral problems) to achieve their full potential. The First 5 California Special Needs Project is comprised of three major components:

- First 5 California Special Needs Demonstration Sites – There will be approximately ten demonstration sites. These sites will be placed in existing School Readiness programs that will be directly funded by First 5 California. Utilizing evidence-based strategies, standardized tools and processes, the demonstration sites will identify children with special needs at their earliest points of need, enhance the children's health and development, and support the families of these children in developing nurturing relationships and supportive learning environments for their children;
- First 5 California Special Needs Project and Coordination and Training – The statewide coordination and training contractor will coordinate and support the demonstration sites, promote and document key promising practices to facilitate replication, and disseminate Special Needs Project best practices to other School Readiness partners and First 5 California programs statewide; and
- Project Evaluation – Project Evaluation will be conducted on two levels. For the primary evaluation activities, First 5 California will contract for the development and implementation of a program evaluation design to measure the identified project outcomes. On a secondary level, these programs will be included in the statewide comprehensive evaluation of the School Readiness Initiative. The Project evaluator and Project coordinator will collaborate to integrate the Special Needs Project evaluation and the School Readiness evaluation.

This Request for Proposals is for the First 5 California Special Needs Project Statewide Coordination and Training component.

It is recognized that no single organization may have experts in all areas of the scope of work and that a well-qualified contractor may join in partnership with other entities. A single lead entity will be awarded a contract to serve as the coordinator and trainer for the demonstration sites. Up to \$5 million total is available over five years for the period (proposed) of January 1, 2004 to December 31, 2008. A single award will be made to the bidder whose combined proposal and cost proposal result

in the highest score. Applicants are encouraged to review the First 5 California CCFC website for further information about the School Readiness Initiative and the First 5 California Special Needs Project: www.ccfc.ca.gov

Overview of Entire Project: The First 5 California Special Needs Project seeks to promote strategies that improve practice in early identification and intervention for children from diverse backgrounds with disabilities, behavioral/mental health concerns, and other special needs and to promote school readiness for children with special needs and their families. The Project will assist families in navigating systems and accessing services, including inclusive early childhood development programs. This Project will work with families, caregivers, educators, and health, behavioral/mental health and social service providers to support young children with a broad spectrum of special needs in the context of and as an integral part of First 5 California's signature community-based program: the School Readiness Initiative.

The Project is designed to strengthen the variety of services and management of those services to ensure that each young child in the School Readiness Program community receives assistance as needed to reach his or her full potential. Strong interdisciplinary and interagency partnerships will be required to ensure a continuous, effective program to identify and serve children in need of early intervention and to build/improve on available resources to support children.

Implemented through the School Readiness Initiative, the First 5 California Special Needs Project demonstration sites will test a reconfigured service delivery approach that provides families with access to a spectrum and continuum of services appropriate to their child's individual special needs and unique qualities/strengths. Entry points for children and families will vary but all services will build on the existing School Readiness program partnerships and community network of early childhood providers and programs. Screening/assessment strategies will be developed and provided to all children and families within the boundaries of selected School Readiness Initiative/Special Needs Project demonstration sites. Services will reflect a range of intensities, from early intervention strategies to treatment. These coordination and supplementary services will include interventions for young children in the areas of education, health, behavioral/mental health and social services. The project will provide consultation, education, and training for interdisciplinary teams of parents; early childhood educators; health, mental health and social services providers; and others who work directly or indirectly with children and their families (e.g., law enforcement, obstetricians, etc.).

The First 5 California Special Needs Project must promote and provide culturally- and linguistically-appropriate and inclusive services for the benefit of young children from different backgrounds and with different abilities. In accordance with the First 5 California Principles on Equity, diversity is defined to be inclusive of children prenatally through 5 years of age, regardless of immigration status, who:

- Are from different ethnic, linguistic, cultural, socio-economic, religious, geographical and/or other historically or currently under-served communities; or
- Have disabilities and other special needs (e.g., behavioral).

The Principles on Equity are an integral component of all CCFC contracts and they must be evident in the design, implementation and evaluation of all First 5 California projects. A copy of the Principles on Equity is available on the CCFC website (www.cafc.ca.gov).

Target Population: The target population for the First 5 California Special Needs Project is children birth to five years of age who live in communities targeted by the School Readiness Initiative and are: 1) protected by the Americans with Disabilities Act (ADA); or 2) have or are at risk for a chronic condition whether physical, developmental, behavioral, or emotional and who also require educational, developmental, health, behavioral/mental health, and related services and/or supports of a type or amount beyond that required generally. **For purposes of this RFP, “children with special needs” refers to this target population.**

The schools/communities targeted by the School Readiness Programs serve children and families with striking characteristics: a high percentage are low-income (85% receive free/reduced price meals), Latinos (75%) and other ethnic groups (16%), and English Language Learners (48%).

Project Emphasis Areas: The First 5 California Special Needs Project will focus on four major emphasis areas to achieve specific project outcomes. These will be required emphasis areas for the First 5 California Special Needs Project coordination and training contractor and the demonstration sites. The four emphasis areas of the Special Needs Project are:

1. Universal access to and improved utilization of screening/assessment for early identification, diagnosis and referrals for physical and developmental disabilities, social/emotional/behavioral problems, and other special needs.¹

The demonstration sites must provide an identifiable, interagency, interdisciplinary, coordinated system for providing population-based (universal) early and periodic screening/assessment for early identification of special needs. Tools/processes must be culturally, linguistically and developmentally appropriate and the efficacy proven (or promising with further testing through this Project). The screening/assessment plan should incorporate and build on/improve existing screening/assessment resources (e.g., services provided through health plans and publicly-funded programs).

It is projected that annually an estimated 5000 children will be screened.

¹ This is a recommendation from the Master Plan for Education.

2. Improved access to and utilization of services and supports through coordination and reallocation of existing resources and building of new supplemental resources.

The Special Needs Project must address all aspects of a services continuum that begins with screening, followed by assessments as needed, which should then lead to appropriate educational, medical, behavioral or other therapeutic interventions designed to achieve desired outcomes. This linked continuum of services builds on and enhances existing services and should be designed and delivered in a manner that emphasizes child and family priorities and is culturally and linguistically appropriate.

It is projected that annually an estimated 750 children and their families will receive comprehensive services.

3. Inclusion of young children with special needs in appropriate typical preschools, child care and development programs and other community settings with provision of necessary supports to help the child succeed in these environments.

In keeping with the support that First 5 CCFC has given for the increased availability of early childhood development programs and other services through the School Readiness Initiative, there is now a need to ensure that these programs are available for all children. Demonstration sites will need to use trained local interdisciplinary teams, mentors, or other strategies to maximize inclusion of young children with special needs in typical programs and community settings (preschools and child development programs as well as health clinic services, recreational programs, etc.)

4. Evaluation to identify effective practices, resources and other tools for improving programs and achieving Project outcomes.

Expected Long-Term Project Outcomes by Emphasis Areas:

The First 5 California Special Needs Project long-term outcomes are within the parameters of the four major emphasis areas: Screening/Assessment, Access to Services, Community Participation/Inclusion, and Evaluation. An expected long-term project outcomes chart has been provided to establish a framework for the Special Needs Project coordination and training entity and for the demonstration sites. It is anticipated that the coordinator will use these expected long-term project outcomes as a path to assist the demonstration sites in refining their community assessment, resource mapping, program design and implementation. Each demonstration site will determine short-term goals and objectives unique to its site. The coordination and training contractor will assist the demonstration sites in refining their Special Needs Project action plan to achieve Project outcomes.

In collaboration with the Special Needs Project evaluator, the Project coordinator will assist the demonstration sites in determining their unique outcome indicators. Indicators are expected to have many common factors but may include some aspects that are specific to each demonstration site.

The Project long-term outcomes and indicators will be finalized in June 2004 by the Project evaluation contractor with input from the Project advisory group and Project coordinator.

EXPECTED LONG-TERM PROJECT OUTCOMES BY EMPHASIS AREAS

EMPHASIS AREA	Children	Families/Caregivers	Programs	Systems
1. Screening/Assessment	Children receive effective comprehensive early and periodic screenings/assessments conducted with age appropriate and culturally/linguistically appropriate tools. Children receive appropriate referrals and follow up for further interdisciplinary assessment or services.	Families and caregivers determine their role in the interactive screening/assessment process and obtain information that helps them promote optimal development in their children.	Programs understand and utilize multiple sources and instruments that take into account a variety of disciplines and assess a spectrum of strengths and needs. The screening/assessment process is used to design interventions that are responsive to the child's skills and changing abilities.	An effective comprehensive, coordinated screening/assessment system is identified and formalized or developed that includes multifaceted screening components; multiple information sources; periodicity; and dual level screening (the child in the context of the preschool/child care and home environment).

EMPHASIS AREA	Children	Families/Caregivers	Programs	Systems
2. Services	Children receive appropriate, integrated interventions/services (health/medical, physical, behavioral, educational, etc.) for their identified special needs (including children with or at risk for chronic emotional or behavioral conditions). Children identified with special needs are transitioned into kindergarten with active Individual Education Plans (if qualified under IDEA) or other individualized transition plans formalized through this Project.	Family satisfaction is evident as measured with culturally and linguistically appropriate tools. Family-centered principles, policies and practices are identified and implemented by programs. Early interventions improve family functioning and enable the family to help their child grow, learn, and develop more fully to reach his/her maximum potential. Families are effective advocates for their child.	Programs, families and providers (public and private) participate equally in planning to develop increased access to services and improved service delivery. Programs/participants promote children's emotional/behavioral well being. Programs respond to family priorities and are accessible (e.g., culturally and linguistically responsive, varied hours of operation, convenient transportation).	A comprehensive, coordinated, family-friendly system for all children is developed that includes an array of accessible, integrated specialized and natural community programs and resources.

EMPHASIS AREA	Children	Families/Caregivers	Programs	Systems
3. Community Participation/Inclusion	Children with special needs participate in appropriate inclusive preschool and other child care and development settings with provision of necessary supports to help the child succeed in that environment.	There is a mutuality of engagement between parents and providers that encourages collaboration, support and negotiation in order to make the inclusive environment a success for the child and family.	Programs use appropriate strategies and resources to help the child succeed in community participation/inclusion such as collaborative planning time, materials, equipment, and curriculum.	An adequate supply of qualified (including culturally and linguistically competent) professionals and para-professionals is available to support full participation and inclusive environments in the community.

EMPHASIS AREA	Children	Families/Caregivers	Programs	Systems
4. Evaluation	Evaluation measures consider the effects of the project on the children, including appropriate progress in targeted domains by children who have identified special needs.	Evaluation measures consider the effects of the project on the capabilities of the family to support the child's positive development; and the quality of interactions between the family and the professional/provider and service systems.	Evaluation measures consider where and how the project provided best practice implementation in the demonstration site community, including strengths and weaknesses and effectiveness with culturally and linguistically diverse families.	Evaluation measures consider the project's evolution from a fragmented infrastructure of categorical programs to a more comprehensive system that includes outcomes accountability, replicability, project innovation, and effective financing strategies. A longitudinal analysis and projection of cost redirection/savings addresses project fiscal viability.

Background

In March 2003, the First 5 California Commission approved a total of \$20 million over five years to support the First 5 California Special Needs Project that addresses two of its priority focus areas: 1) Children with Disabilities and Other Special Needs and 2) Mental Health. The combination of these two focus areas was considered with significant input and discussion. It was determined that merging the two focus areas would be beneficial to maximize early identification of conditions that are often overlooked or difficult to diagnose, improve connections to services for children with existing disabilities, and provide services to children in need of supports, particularly in the area of behavioral/mental health, but who have no current diagnosis or eligibility for an existing categorical program.

While the field has many resources in dedicated and knowledgeable service providers and family members and funding provided through the Individuals with Disabilities Education Act (IDEA), there still is developmental work to accomplish in better meeting the needs of young children with behavioral/mental health needs, disabilities and other special needs. The proposed project will be a unique contribution in this arena.

Significance of both Children with Disabilities and Behavioral/Mental Health in this Project: Attention to both disabilities and behavioral health/mental health issues are of foremost importance in this project and essential to achieve a fully integrated program. Therefore, to provide a continuum of services for this target population with a significant proportion of dual language learners, both behavioral/mental health and disabilities must be evident in all aspects of this project:

- qualifications and expertise of personnel, consultants, and subcontractors;
- screening/assessment tools and procedures;
- demonstration site expected outcomes;
- demonstration site standards;
- project implementation strategies;
- outreach strategies;
- access to prevention, intervention and treatment services in a seamless, comprehensive, coordinated system;
- education and training; and
- evaluation.

Problem Statement

Historically, special educators and regional center staff, under the auspices of the Individuals with Disabilities Education Act, have served the learning needs of children with disabilities. Yet significant gaps and disparities continue to exist in the provision of services for young children with special needs. And all too often, the multiple agencies that comprise the current “system” must wait for a child to fail rather than promote a community model based on primary prevention and provision

of early interventions. The First 5 California Special Needs Project is designed to ensure early identification of special needs and early intervention through a continuum of community-based coordinated services (existing and, as required, new or enhanced/improved services). The Project demonstration sites will serve families of young children with special needs, including those whose disabilities have not yet been diagnosed or whose special needs do not meet the criteria under the Individuals with Disabilities Education Act or the American with Disabilities Act (ADA). Given that the platform for the Special Needs demonstration sites will be selected School Readiness programs, the population of children to be served is highly diverse (ethnically and linguistically).

Scope of Work

The major coordination and training activities will include:

1. Coordinate and Support the First 5 California Special Needs Project Demonstration Sites.

- a. Convene an advisory group, with approximately 10 members who are approved by First 5 California, to advise on implementation and evaluation of the First 5 California Special Needs Project.**

Deliverable 1: Beginning in February 2004, the contractor will convene the advisory group monthly for the first six months of the project's developmental phase, then taper off to twice annually. The contractor will provide meeting notes that summarize major recommendations and suggestions offered by the advisory group. Advisory group members will include, at minimum, representatives of First 5 County Commissions and selected state agencies, including the Department of Mental Health (DMH). First 5 CCFC will have final approval of the advisory group members. The advisory group will provide input on demonstration site standards/framework, selection of the screening/assessment tools and process, determination of indicators for project outcomes to be measured through evaluation, and major training/dissemination products.

- b. Evaluate and recommend screening/assessment tools and processes.**

Deliverable 1: By June 2004, the contractor will provide recommended standards (including periodicity) for the health and developmental screening/assessing of all children, birth to five. Screenings/assessments processes and tools will be reviewed to ensure that they are culturally/linguistically appropriate for use with the diverse population of children, including dual language learners, and will address a gamut of domains including physical, social, emotional/behavioral, and cognitive development.

The contractor will develop a draft protocol that: 1) identifies the standards, tools and strategies for screening/assessing a diverse population of children in multiple settings (e.g., preschools, medical offices, etc.) and by a wide range of providers with varying skill levels; 2) includes a detailed plan to develop trainings and train trainers and implementers that include medical and behavioral/mental health personnel, early childhood development staff, and family members; 3) describes the method (developed in collaboration with the First 5 California Special Needs Project evaluator) the contractor will use to further assess the effectiveness of screening tools and strategies in working with a diverse population of children (include strategies that are more effective and appropriate to working with dual language learners); and 4) describes appropriate referral processes and linkages for in-depth assessment and/or more intensive intervention services, including appropriate mandated “child find” or “search and serve” activities.

The screening tools and strategies will be linked to the California Department of Education’s Desired Results and other widely accepted and used measures/indicators. The contractor will build on the work of County Commissions, the Department of Developmental Services (Early Start), the Department of Mental Health’s Infant, Preschool and Family Mental Health Initiative, the Department of Health Services, the American Academy of Pediatrics, the Department of Alcohol and Drug Programs, the California Department of Education, Head Start program and other county, state, national and international programs.

Deliverable 2: By June 2004, the contractor will provide a preliminary document explaining which screening/assessment tools and processes were considered; the key criteria by which the tools/processes were evaluated and by which local sites may make an informed selection; a succinct, user-friendly summary of the purpose and characteristics of each tool considered; and the pros and cons, strengths and limitations of using each screening and assessment tool with populations of diverse cultures/languages and in different settings (e.g., by physicians, by child development staff, by families). This analysis must address evidence-based criteria for tool/process selection, such as use of multiple measures and levels including family interviews, periodicity, design features for monolingual and dual language learners, and non-verbal/observational options.

The contractor will provide specific recommendations for use of tools/processes for children/families whose predominant language is English, Spanish, Chinese, Korean, or Vietnamese. The contractor will provide information on tools/processes available for other language groups and make recommendations about how demonstration sites should provide screening/assessment services for families of other language groups.

Deliverable 3: Within six months of demonstration site selection, the contractor will provide a final version of the protocol, multidisciplinary provider training programs, tools and resources, and culturally and linguistically appropriate family/consumer education materials.

Deliverable 4: Within one year of demonstration site selection, the contractor will provide facilitation services as needed by each demonstration site to form an identifiable coordinated system for population-based screening/assessment. The contractor will conduct training for an implementation of the screening/assessment system for participants at each demonstration site.

c. Collaborate with the Project Evaluation contractor.

Deliverable 1: The contractor will participate in developing the evaluation design for the demonstration sites and ensure that training consultants' efforts and training events are consistent with the evaluation objectives. By June 2004, the Project Evaluation contractor, with input from the contractor and the advisory group, will be required to finalize the project outcomes and select the proposed indicators by which project outcomes will be evaluated. Within three months of demonstration site selection, the indicators will be finalized with input from the demonstration sites.

Deliverable 2: Within three months of demonstration site selection, the contractor will collaborate with the Project evaluator and work with the demonstration sites to achieve uniformity of data collection and reporting by the demonstration sites to obtain appropriate information needed for program evaluation (formative and summative) and program improvement.

d. Develop the Demonstration Site Request for Funding.

Deliverable 1: The contractor will provide recommendations for refining the service design (identify specific program standards/framework to be implemented) for the demonstration sites. By June 2004, the contractor will develop a Request for Funding for use by First 5 California in soliciting applications and selecting demonstration sites.

e. Coordinate a network of the demonstration sites selected by CCFC to support implementation of Special Needs work plans to meet expected project outcomes. Develop a training curriculum for/with demonstration sites and for wider dissemination.

Deliverable 1: Beginning approximately August 2004 (or within three months of the funding of the demonstration sites), the contractor will present/facilitate periodic meetings of interdisciplinary teams (including families, early childhood educators, and health, mental health, and social services providers) from each of the demonstration sites to share project status, build on program successes and conduct cross training. Meetings

will be interactive and will include Infant, Preschool, and Family Mental Health (IPFMH) and other mental health/behavioral health providers and other First 5 California project personnel as appropriate for cross training. Topics will address project emphasis areas so that expected project outcomes will be achieved. The contractor will also produce and facilitate other training and communication mechanisms for the demonstration sites (e.g., distance learning, telephone conferences, on-line dialogues).

Deliverable 2: The contractor, in collaboration with the Evaluation Contractor, the Project Advisory group, and the demonstration site network will produce a practical, user-friendly training resource (hard copy and web-based) on evidence-based practices (including system change strategies, outreach approaches, coordinated services, and referral procedure guidelines) and program financing. The resource will use/incorporate existing quality materials to the greatest extent possible, minimizing development of new materials. This product is to be updated at least annually to summarize lessons learned by each demonstration site and program implementation recommendations. This resource will provide extensive practical applications of the Principles on Equity and for dealing with issues pertinent to children who are dual language learners and their families. The Guide will include appropriate content from materials produced through the IPFMHI. It will include summaries, tools, forms, sample letters and other practical items to support sites in meeting a spectrum of needs presented by a diverse population of families and children. The users of the training resource will include a range of providers working in a variety of settings, including preschools, child care and development programs, home visits, health programs, etc. The resource will assist sites in achieving the expected project outcomes. The contractor will provide an outline and draft training resource in advance for CCFC review and approval. The first training resource will be available in draft form for demonstration site orientation by August 2004.

Deliverable 3: By August 2004, the contractor will identify effective existing curricula, resources, and activities to use in preschools and other child care and development settings to bolster emotional wellness which will include strategies to help children be more aware of and able to communicate about their emotions, promote positive peer relations, and help child development staff/providers/parents improve the overall group environment. The contractor will describe the strengths and limitations of these available and evidence-based curricula/resources, including appropriateness for children who are developmentally, ethnically and linguistically diverse.

Deliverable 4: Beginning within six months of demonstration project selection and as needed by the demonstration sites, the contractor will facilitate interjurisdictional meetings/processes for systems coordination, services integration, and other systems improvements.

Deliverable 5: Contractor, in conjunction with the evaluator will support ongoing assessment of, and document project activities related to the expected project outcomes, determine lessons learned (“what works and what doesn’t work”), implement program improvements, and develop products for dissemination to other School Readiness programs (refer to 2.a., below).

f. Provide direct training and technical assistance to each of the demonstration sites including the development and implementation of culturally and linguistically appropriate strategies and approaches.

Deliverable 1: Within three months of the funding of demonstration sites, the contractor will assist each demonstration site to refine its community assessment, resource map, and special needs workplan. The contractor will assist each demonstration site in an annual review and update of the plan.

Deliverable 2: Within three months of the funding of demonstration sites, the contractor in collaboration with the Project evaluator, will assist each site in determining unique outcome indicators.

Deliverable 3: Within three months of the funding of demonstration sites, the contractor will develop with each site a first annual training and consultation plan identifying resources and training content and schedules for key individuals and groups. The contractor will annually update and implement the training and consultation plan with each demonstration site, relying on appropriate existing local resources to the greatest possible extent.

Deliverable 4: Within three months of the funding of demonstration sites, the contractor will provide specialized consultants with direct service experience in early childhood special needs who represent various disciplines, including behavioral/mental health specialists and medical providers, who will assist demonstration sites and their programs (through individual consultation on site or by telephone, small and large group training and technical assistance sessions) to meet the expected project outcomes.

Consultation will draw on local and regional expertise and existing quality resources to the greatest extent possible. The consultants must also have expertise working with children who are dual language learners. Consultants will emphasize family involvement and leadership, inclusion in all elements of the School Readiness programs, systems improvement, service coordination, effective use of existing resources, and outcomes-based evaluation. The contractor will document and report services provided on a semi-annual basis, including:

- the number and type of trainings/consultations requested;

- the number, type and format of trainings/consultations provided and the language in which they were conducted;
- training outline, objectives, and materials provided for each training event (hard and electronic copies);
- roster of the consultants, trainers and other resource experts by subject area of expertise and by experience in working with dual language learners as appropriate;
- the number of and a profile of attendees;
- summaries of participant evaluations (at event and at follow up to document improvements related to the event); and
- systems improvement activities and outcomes.

Deliverable 5: Contractor will report on the demonstration sites' progress to First 5 California CCFC on a semi-annual basis, using a report format approved by CCFC.

- g. Provide training and other resources to demonstration sites to enable children with special needs to participate successfully with typically developing peers in appropriate preschools, child care and development programs, and other community settings.**

Deliverable 1: Beginning at the time of demonstration site selection (approximately August 2004) and continuing throughout the course of the contract, the contractor will secure and provide training, onsite mentoring and additional staff supports for demonstration site staff and early childhood development providers to effectively serve children with special needs. Specifically the contractor will work with each of the demonstration sites to coordinate with local Community Colleges, the local Child Care Resource and Referral agencies, and other existing local training/mentoring entities to train and support interdisciplinary inclusion teams, including bilingual team members. Training will include disability laws, regulations and other related mandates; inclusion practices and resources; and other pertinent issues. This effort is to be linked to local training and retention incentive programs.

2. Coordinate and Support Selected Statewide Training and Leadership Activities to Disseminate Promising Practices from the Demonstration Sites.

Note: These activities will begin in Year 2 of the contract. Resources for these activities shall not exceed 20 percent of total resources allocated for this contract.

- a. In support of the First 5 California Special Needs Project expected outcomes, the contractor will collaborate with other First 5 California funded entities (including the School Readiness technical assistance contractor and other statewide, regional and local First 5 California projects) to provide statewide training to School Readiness Initiative programs and their affiliated local services providers and other First 5 funded programs.**

Deliverable 1: The contractor will provide training activities for four First 5 California technical assistance regions at least once annually and make presentations at selected First 5 California conferences and meetings approximately four times annually. This effort will be a less intensive level of training and technical assistance than that provided to the First 5 California Special Needs Project demonstration sites.

Deliverable 2: The contractor will provide training, consultation and facilitation services to assist County Commissions with needs assessments and action plans to coordinate and improve services for children with special needs through the School Readiness programs and other First 5 California programs. This will be accomplished through regional and/or county-level meetings, consultations and other approaches as specified in the bid proposal. Furthermore, the contractor will link County Commissions and School Readiness programs to existing training/technical assistance opportunities and resources pertinent to serving children with special needs and their families.

Deliverable 3: The contractor will maintain and update at least monthly, a Special Needs Project website linked to the First 5 California website and other appropriate websites. The Project website will include a calendar of training and technical assistance events and database and/or a listing of resources available to First 5 funded entities throughout the state.

Deliverable 4: The contractor will provide distance learning options, current website postings, and at least monthly listserv notices or electronic newsletters describing resources and activities to support project outcomes.

Deliverable 5: The semi-annual report provided by the contractor will detail the activities during the previous period including:

- the number and type of trainings/consultations requested;
- the number and type of trainings/consultations provided and the language in which they were conducted;
- training outline, objectives, and materials provided for each training event (hard and electronic copies);
- the number of and a profile of attendees;
- roster of the consultants, trainers and other resource experts by area of expertise;

- summaries of participant evaluations and follow-up participant impact information;
- report on number served by internet communications and mailings; and
- systems improvement activities and outcomes.

b. Participate in and support selected leadership activities at the state level to improve systems.

Deliverable 1: In partnership with the evaluator, and as approved by First 5 CCFC, contractor will make presentations on the demonstration site progress approximately once quarterly in interagency forums (e.g., the Interagency Coordinating Council on Early Intervention which includes the Departments of Developmental Services, Mental Health, Health Services, Social Services, Alcohol and Drug Programs, and Education) to generate support for site activities and promote expansion and integration of effective practices.

c. Disseminate Project effective design elements and practices.

Deliverable 1: By June 2007, the contractor will produce for First 5 CCFC approval, a dissemination plan and Project dissemination resource package that includes sustainability strategies. By September 2008, the contractor will complete the project dissemination.

d. Provide information to First 5 California.

Deliverable 1: The contractor will support First 5 California by reviewing and contributing to selected products and processes (e.g., educational and technical assistance resources); providing, in conjunction with the evaluator, concise summaries of current key research findings relevant to the Project; and collaborating with the Advisory Committee on Diversity on selected activities. This will require no more than 80 hours per year. CCFC will only reimburse for actual consultative services provided.

e. Report on Project.

Deliverable 1: The contractor will comply with reporting requirements described in the scope of work and contract terms.

CCFC reserves the right not to initiate certain activities under this proposal and reserves the right not to contract for all activities identified in this RFP.

B. Minimum Qualifications for Proposers

In submitting a proposal, each proposer must be based in California and demonstrate that it or its team of partner(s)/subcontractor(s) possesses all of the following qualification requirements:

1. Proposers must have at least five years of experience in providing training and technical assistance to support agencies/providers serving children with a broad spectrum of different special needs on a statewide or regional basis.
2. Proposers must have at least five years of direct service experience working with diverse populations of young children and their families in the areas of disabilities, language acquisition, screening and assessments, early intervention, and behavioral/mental health.
3. Proposers must have at least five years of experience in managing subcontracts.
4. Proposers must have at least five years of experience in working with multiple collaborative partners and organizations/agencies with relevant specialized expertise.
5. Proposers must have possession of sufficient and available funds to appropriately operate all project activities without restrictions, limitations, or conditions for at least 60 days of project expenditures.

In order to demonstrate the above minimum qualifications, the following will be required:

- A description (maximum of ten pages) of a provider training project that the proposer previously developed, implemented and evaluated. Include in the description the following information: identification of key activities and deliverables, numbers served, budget, timelines, staff qualifications and use of subcontractors or partners.
- A description (maximum of ten pages) of how the proposer has designed and implemented tools, processes, and/or services, including screening/assessment activities, that incorporate dual language acquisition and cultural considerations.
- A copy of financial statements demonstrating adequate cash or proof of credit in order to operate all project activities and make necessary payments before being reimbursed by the State for expenses incurred for a 60 day period of contract performance.
- A listing of three references for similar types of services performed within the past five years for the proposer and for each of its subcontractors who is performing 10 percent of the work or more. (Attachment 4)

CCFC encourages interested parties to consider submitting a joint application to collectively accomplish the various aspects associated with the Education and Training Project. Toward this objective, CCFC will accept joint ventures for competition in this procurement if the following requirements are met:

1. The Proposer as a joint venture shall agree to comply with all RFP requirements to the satisfaction of CCFC, including, but not limited to, those dealing with the Proposer's financial stability and its qualifying experience.
2. Each of the entities making up the joint venture shall be individually responsible for compliance with all of the joint venture's failure to perform; its default; or its breach; in any way, of this contract. Should the CCFC or the State suffer damages due to the actions, or to the inactions, of the joint venture, the CCFC may seek remedy from the entities making up the joint venture for the damages through any legal resource available to it.
3. Should a joint venture subcontract with any of the entities making up the joint venture for any work associated with or performed under this contract, all RFP requirements dealing with subcontracts or subcontracting shall pertain, including, but not limited to CCFC approval of all subcontracts.
4. This procurement is intended to result in a single contract with a single designated payee for all invoices submitted to CCFC. A proposal submitted as a joint venture shall specifically identify which of the participating entities will act as lead contractor, which will submit invoices, and which will be the designated payee.

A copy of the joint venture agreement must be included in the proposal.

C.Proposal Requirements and Information

1. Key Action Dates

It is recognized that time is of the essence. All proposers are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

<u>Event</u>	<u>Date</u>
RFP available to prospective proposers	August 28, 2003
Question Submittal Deadline*	September 12, 2003
Mandatory "Letter of Intent" to Bid Deadline**	September 12, 2003
Mandatory Pre-proposal Conference***	September 22, 2003, 1:00 p.m.
Final Date for Proposal Submission	October 30, 2003, 4:00 p.m.
Proposal Evaluation Process	October 30 – November 26, 2003
Notice of Intent to Award	December 1, 2003
Last Day to Protest the Award	December 8, 2003
Agreement Award	December 9, 2003
Agreement Commencement (proposed)	January 1, 2004
Termination of Agreement (proposed)	December 31, 2008

*Note: To allow adequate time for preparation of responses to questions, it is highly recommended that questions be email or faxed to First 5 CCFC by September 12, 2003 (to the attention of Marc Brandon, whose email address is mbrandon@ccfc.ca.gov and fax number is (916-327-8493). Questions may also be submitted at the Mandatory Pre-proposal Conference. No questions will be accepted after the close of the Pre-proposal Conference. Written responses to questions will be posted on the CCFC website for review.

**Note: A Letter of Intent to Bid is required in order to participate in the Mandatory Pre-proposal Conference. The letter may be mailed, hand-delivered, or faxed (916-327-8493) to Marc Brandon by 5:00 p.m., September 12, 2003.

***Note: Due to limited space, it is recommended that organizations send no more than 3 representatives to the Mandatory Pre-proposal Conference.

2. Mandatory Pre-Proposal Conference

- a. A Mandatory Pre-proposal Conference is scheduled September 22, 2003 from 1:00 p.m. - 5:00 p.m. at the Tsakopoulos Library Galleria (828 I Street, Sacramento) for the purpose of discussing this RFP.
- b. In the event a potential prime contractor is unable to attend the Mandatory Pre-proposal Conference, an authorized representative may attend on their behalf. The representative may only sign-in for one (1) company. Subcontractors may not represent a potential prime contractor at a Mandatory Pre-proposal Conference. No proposal will be accepted unless the proposer or his authorized representative was in attendance.
- c. For potential bidders who need assistance due to a physical impairment, a reasonable accommodation at the Pre-proposal Conference will be provided by the awarding agency upon request. Please contact Marc Brandon at (916) 323-2555 by September 12, 2003 to request and arrange for a reasonable accommodation.

3. Work Plan and Work Schedule Requirements

The Technical Proposal shall include the following information:

- a. **Corporate Qualifications/Experience (limited to 5 pages)**
Provide a description to demonstrate corporate qualifications/experience in areas listed in the Rating/Scoring Criteria.
- b. **Training/Technical Assistance, Consultation and Coordination Experience (limited to 5 pages)**
Provide a description to demonstrate training and technical assistance experience in areas listed in the Rating/Scoring Criteria.
- c. **Subject Matter Knowledge and Experience (limited to 5 pages)**
Provide a description to demonstrate subject matter knowledge and experience in areas listed in the Rating/Scoring Criteria.

d. Samples

Proposer must provide one sample of previous work that demonstrates an understanding of disabilities, behavioral/mental health, special education, child care and development, health, and other relevant family-serving systems and the coordination of systems and integration of services to produce a family-friendly system.

Proposer must provide one sample of previous work in developing community level capabilities, such as family education and involvement. This includes the development and implementation of culturally and linguistically appropriate services. This sample should exhibit an ability to support local implementation of CCFC's Principles on Equity.

Proposer must provide one sample of previous work demonstrating: experience in developing and delivering/facilitating effective training and technical assistance for interdisciplinary teams using various approaches and media in relevant topic areas including screening/assessing culturally and linguistically diverse children, most of whom are dual language learners; comprehensive understanding of and use of appropriate existing quality educational materials and other practical resources; and effective, evidence-based solutions to relevant implementation issues in California.

e. References

Please provide three references of similar types of services performed within the last five years for the proposer and each subcontractor who is performing 10 percent of the work or more.

f. Work Plan

Include a proposed Work Plan and Work Schedule for task completion. Address each of the points (1a-g and 2a-e) under the Scope of Work Section. The Work Plan must contain all the following elements/considerations:

- Identify and detail each major task and necessary subtask/activity in sequential order to be undertaken to accomplish the purpose of the project and produce the expected project outcomes.
- Include level of effort (i.e., number of hours) by task for proposed personnel (include name of individual staff where known).
- Provide a rationale for the major strategies selected.
- Identify specific milestones and deliverables by which progress can be measured.
- Include proposed task initiation and completion dates. Be sure to include an adequate amount of time for CCFC to review and approve drafts of major deliverables (e.g., training curriculum).
- Payments will be made according to the deliverable schedules.

g. Personnel Qualifications

A Personnel section must be included in the proposal to present a plan for the management and staffing of the contract work to ensure the accomplishment of all tasks in a timely manner. This proposal section must include a list of names of all personnel (including subcontractors) who will be working on the project, their titles, the amount of time devoted to each task and the lines of responsibilities and approval authority. The plan must make clear the relationship of each position to the work plan and should be illustrated with a staff organizational chart.

The proposal must show that qualifying experience includes working with disabilities, behavioral/mental health, special education, child care and development, health and other relevant family serving systems at the local, regional and state level. The proposal must identify specific personnel or consultants who have expertise in population-based screening/assessment for culturally and linguistically diverse children (many of whom are dual language learners) and families. The proposal must show the use of personnel, including parents/professionals, who are knowledgeable about children's differing abilities, and who are culturally and linguistically competent in regards to the population(s) served.

The proposal must identify the individuals proposed to fill professional positions and provide for each a resume that is concise (maximum 2 pages each) but sufficiently detailed to allow an evaluation of the person's competency and expertise. The proposal must name the person who will serve as project director.

h. Subcontractors and Consultants

It is anticipated that the winning proposer will work with subcontractors, consultants, expert advisers, and/or partners to do some of the activities listed in the work plan.

Identify personnel, facilities and resources brought to the project by each subcontractor or partner. Identify the subcontractors, consultants, and expert advisers proposed for use, their qualifications, and the area of responsibility (identify specific deliverables). Also provide a description of quality control procedures for coordinating, monitoring and evaluating subcontracted work, and the percentage of the budget that will be used to pay subcontractors.

Include resumes of each major subcontract participant (not to exceed two pages per person). Also include a brief narrative description of how the proposer will recruit, screen, pre-qualify, and train consultants and subcontractors. Consultants and subcontractors are expected to demonstrate areas of expertise and practical program experience in one or more of the following areas: child screening/assessment tools and processes, standards-based child assessments, outcome-based program evaluations, improving access to and coordination of services, provision of early mental health

services, inclusion of children with disabilities and other special needs, systems coordination for family-friendly services.

i. Facilities and Resources

Facility arrangements must be disclosed in the Work Plan. Explain where the services will be provided and what type of equipment is needed and available to the proposer to perform the services (e.g., web-based services).

4. Cost Detail Format and Requirements

Use the sample Cost Proposal Worksheet (Attachment 3) as a guide in preparing your Cost Proposal for this project. The budget figures provided must be aligned with the Work Plan and Work Schedule (see 3.f. above). At the bottom of the worksheet, provide a breakdown of the costs by the major project components: 1) Coordination and Support for Demonstration Site component and 2) Coordination and Support for Statewide Training and Leadership.

The amount to be paid to the Contractor under the awarded Agreement includes all costs such as: direct labor and operating overhead; out of pocket expenses for travel and subsistence; subcontracting services; and all taxes, fees, bonds, and insurance. The State will only pay for hours actually worked at the rates submitted in the "Cost Proposal". The total costs of all tasks and deliverables cannot exceed the actual awarded amount of the Agreement. The Contractor shall not receive additional compensation for reimbursement of such costs and shall not decrease work to compensate therefore. **The Contractor will be required to provide additional information to support the cost for each major project component and major deliverable by fiscal year. The Contractor will also be required to provide a budget for each subcontractor detailing labor (hours, rates) and operating expenses.**

5. Submission of Proposal

- a.** Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
- b.** The proposal package should be prepared in the least expensive method.
- c.** All proposals must be submitted under sealed cover and sent to the First 5 California Children and Families Commission by dates and times shown in section C, Proposal Requirements and Information Item 1. Proposals received after this date will not be considered.
- d.** A minimum of five (5) copies (one original and four copies) of the proposal must be submitted.

- e. The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- f. The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

CCFC-6916
Special Needs Project Statewide Project Coordination and Training
First 5 California Children and Families Commission
Attn: Bryan Hobson
501 J Street, Suite 530
Sacramento, CA 95814

DO NOT OPEN

If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.

Proposals not submitted under sealed cover and marked as indicated may be rejected.

- g. All proposals shall include the documents identified in Section E, Required Attachments, Required Attachment Checklist (Attachment 1). Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- h. Mail or deliver proposals to the following address

U.S. Postal Service Deliveries and Hand Deliveries
(UPS, Express Mail, Federal Express, etc.)

First 5 California Children and Families Commission
Attn: Bryan Hobson
501 J Street, Suite 530
Sacramento, CA 95814
(916) 323-0056
- i. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- j. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation in a

proposal. The State's waiver of immaterial defect shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the Agreement.

- k. Costs for developing proposals and in anticipation of award of the Agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- l. An individual who is authorized to bind the proposing firm contractually shall sign the Proposal/Proposer Certification Sheet (Attachment 2). The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- m. A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.
- n. A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an agent authorized in accordance with l) above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- o. The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package by posting an addendum on its website: www.ccfc.ca.gov.
- p. The awarding agency reserves the right to reject all proposals. The agency is not required to award an Agreement.
- q. Before submitting a response to this solicitation, proposers should review, correct all errors and confirm compliance with the RFP requirements.
- r. Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of worksites and specifications.
- s. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
- t. The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- u. No oral understanding or agreement shall be binding on either party.

6. Evaluation Process

- a. At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- b. Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, may be rejected.
- c. The final selection will be made on the basis of the best value as determined by the highest combined point total from Phase I and Phase II.

d. Phase I

The proposals that meet the minimum qualifications will be evaluated and scored by an Evaluation Team selected by CCFC. Each proposal will be individually scored by the Evaluation Team members, and a consensus score developed for each criterion. A total of 100 points is possible, of which a minimum of 80 points must be achieved in this phase to be considered responsive. Any proposal receiving less than a 80-point rating will be rejected. A panel will review the proposals on the criteria listed below. Points will be awarded as identified in each section. "Proposer" as used in the following criteria includes the team of partner(s)/subcontractor(s) commensurate with their roles outlined in the proposal.

Rating/Scoring Criteria

Maximum Possible Points

1. Corporate Qualifications/Experience – 10 Points

- a. To what extent does the proposer demonstrate prior experience in managing subcontracts that require the involvement and coordination of multi-disciplinary partners and organizations/agencies with specialized expertise? Specifically, this includes understanding and experience in working with higher education (including Child Development Permit programs), mental health, infant/toddler developmental services (Early Start), preK-12 special education, child care and development, health services and health insurance plans, social services, alcohol and drug prevention/treatment agencies, employment and other relevant family serving systems at the local, regional and state level. To what extent does the proposer demonstrate experience in developing, implementing and evaluating statewide comprehensive, coordinated programs?
- b. To what extent does the proposer demonstrate experience in developing community-level capabilities? Specifically, this includes family education, involvement, and leadership.

- c. To what extent does the proposer demonstrate the ability to communicate effectively with different audiences? Specifically, this includes experience working directly with teams composed of interdisciplinary providers and of culturally and linguistically diverse families and training on issues pertinent to screening/assessment and service delivery in diverse communities.
- d. To what extent does the proposer demonstrate the ability to support local implementation of CCFC's Principles on Equity?
- e. To what extent is the proposer experienced in the Five Essential and Coordinated Elements of the School Readiness Initiative and to what extent does the proposer's experience and expertise with systems change efforts appear to be appropriate for CCFC's goal of improving outcomes for children with special need in a comprehensive, coordinated, community-based services platform? Specifically, this includes effective utilization of mandated services enhanced with supplementary services in a family-friendly system.

2. Proposer's Training/Technical Assistance, Consultation and Coordination Experience – 10 Points

- a. To what extent does the proposer demonstrate experience in design and implementation of technical assistance systems for providers working with children birth to five with behavioral issues and other special needs, and their families? This includes the ability to address the unique needs of California's diverse counties and population groups.
- b. To what extent does the proposer demonstrate a knowledge of international, national and state models and resources for effective, evidence-based solutions to relevant implementation issues in supporting young children with behavioral challenges and other special needs to reach their full potential? These resources should include screening/assessment strategies for diverse populations (including dual language learners) and coordinated service delivery methodologies.
- c. To what extent does the proposer demonstrate the ability to assess technical assistance needs and requirements and to respond with appropriate resources in a timely manner using expertise from local institutions and organizations, including community colleges and universities, to the greatest possible extent? To what extent does the proposer demonstrate an understanding of and intent to select and utilize appropriate (e.g., language, culture, literacy level) quality educational materials and other relevant resources? This includes the ability to identify, coordinate, and disseminate information about

resources, groups, associations, and agencies with expertise in First 5 CCFC goal areas.

- d. To what extent does the proposer demonstrate experience in facilitating county-level or community-level efforts to coordinate resources and various funding sources to deliver comprehensive, seamless services for families?
- e. To what extent does the proposer demonstrate experience as a facilitator of learning in relevant topic areas through “learning communities” of interdisciplinary teams, using various interactive approaches and media (including websites and listservs)?

3. Proposer’s Subject Matter Knowledge and Experience – 10 Points

- a. To what extent does the proposer demonstrate knowledge of and experience using effective screening and assessment tools/processes for children birth to five and understand implications of using a standardized screening process throughout California? This includes practical program experience with standards-based child assessments that address behavioral health, physical health, cognitive and social/emotional development, and perinatal exposure and administering screening/assessment processes with culturally and linguistically diverse children and families. Specifically, this includes expertise and experience in screening/assessing dual language learners.
- b. To what extent does the proposer have practical program experience with improved access to services for children birth to five and their families, including provision of behavioral/mental health services (prevention, intervention and treatment)?
- c. To what extent does the proposer have practical program experience with the successful inclusion of children (birth to five) with special needs in various community programs and services, including preschools and other child care and development programs?
- d. To what extent does the proposer demonstrate professional expertise in the area of cultural/linguistic diversity and disabilities/special needs, specifically, direct experience in the development and implementation of culturally and linguistically appropriate services for young children with special needs including behavioral/mental health issues?
- e. To what extent does the proposer demonstrate experience in applying laws pertaining to children with disabilities (such as the Americans with Disabilities Act and IDEA) and knowledge of emerging policy and regulatory changes on the national and state level (such as IDEA Reauthorization)? Specifically, this includes implications for financing

aspects of comprehensive, coordinated, community-based services for children (birth to five) with special needs.

4. References – 5 Points

- a. To what extent do the references describe projects that appear to be similar in nature and scope to the services required by this RFP? This includes the extent that the references provided document successful performance.

5. Scope of Work/Work Plan – 35 Points

- a. To what extent does the proposer's work plan provide sufficient detail that demonstrates a thorough understanding of First 5 California, its School Readiness Initiative, and the expectations of the Special Needs Project Coordination and Training contractor?
- b. To what extent does the proposer's work plan list deliverables/products appropriately including a staffing allocation (level and expertise) commensurate with the importance and scope of each deliverable?
- c. To what extent does the proposer's work plan demonstrate the ability to meet all deliverables in a realistic and timely manner, including time for input by the Project advisory group as appropriate and review of drafts by First 5 California staff?
- d. To what extent does the proposer's work plan exhibit a partnership of diverse and appropriate service organizations/agencies at the state and local levels?
- e. To what extent does the proposer's work plan show a plan to document and track requests and deliverables, address unanticipated obstacles with appropriate contingency plans, and keep the contract monitor advised as to status?

6. Personnel Qualifications – 30 Points

- a. Based on the resumes and job descriptions provided, to what extent are the qualifications of proposed staff, subcontractors, consultants, and expert advisers appropriate for their assignments on this project?
- b. To what extent are staff or subcontractors experienced in providing and supporting a broad continuum of services in a comprehensive, coordinated, community-based services platform?
- c. To what extent does the staffing or subcontractor selection demonstrate evidence of competence and experience communicating with and working with culturally and linguistically diverse children,

families, and communities including screening/assessing children/families in those communities?

- d. To what extent does the staffing or subcontractor selection demonstrate evidence of competence and experience working with children (birth to five) with disabilities, behavioral/mental health issues and other special needs, and their families?
- e. To what extent does the proposer allocate an appropriate number of staff and dedicated time to this project?
- f. To what extent does the proposer use appropriate local and/or regional expertise?

e. Phase II

This phase consists of evaluating the cost proposals. All proposals that enter Phase II will have received 80 points or more and are considered fully capable of performing the required services.

The bid price and cost information for the proposals that meet the format requirements and standards shall be opened and read. If the cost proposal exceeds \$5 million, the proposal will be rejected. If the cost proposal designates more than 20 percent of the total cost for the "Coordinate and Support Statewide Training and Leadership Component," the proposal will be rejected. The Special Needs Project Coordination and Training proposal with the lowest cost will be awarded 50 points. Remaining proposals will be awarded points according to the following formula:

$$\frac{\text{Lowest Bid Price}}{\text{This Bid Price}} \times 50 = \text{points awarded}$$

7. Award and Protest

- a. In the event of a tie score, the award will be determined by a coin toss. The coin toss will be held in the State Agency's headquarters area office. This is a public event, which the proposers will be invited to attend. The selection of the Contractor will be at the sole discretion of the State.
- b. Notice of the proposed award shall be posted in a public place in the office of California Children and Families Commission, 501 J Street, Suite 530, Sacramento, California and on the following Internet site: www.ccfc.ca.gov for five (5) working days prior to awarding the agreement.
- c. If any proposer, prior to the award of agreement, files a protest with the California Children and Families Commission and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the ground on the grounds that the

(protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.

- d. Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the California Children and Commissions a detailed statement specifying the grounds for the protest.
- e. Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading STANDARD FORMS; select "Forms Search", and enter the form number "204". No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- f. Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC), which can be found on the Internet at www.dgs.ca.gov/contracts.

Grounds for Protest

Any proposer who claims he/she would have been eligible for the award of the Agreement if the agency had scored his or her proposal correctly or if the agency had correctly followed the procedures specified in the Public Contract Code.

There is no basis for protest if the awarding agency rejects all proposals.

8. Disposition of Proposals

- a. Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b. Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

9. Agreement Execution and Performance

- a. Performance shall start on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is

fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.

- b. All performance under the Agreement shall be completed on or before the termination date of the Agreement.

D. Preference Programs

The Standard Agreement language for the preference programs can be found at the Internet web sites listed below:

1. Small Business Preference
www.pd.dgs.ca.gov/smbus/sbcert.htm
2. Target Area Contract Preference Act (TACPA)
www.pd.dgs.ca.gov/edip/tacpa.htm
3. Local Agency Military Base Recovery Area (LAMBRA) Act
www.pd.dgs.ca.gov/edip/lambra.htm
4. Enterprise Zone Act (EZA)
www.pd.dgs.ca.gov/edip/eza.htm

E. Required Attachments

An explanation of the Disabled Veteran Enterprise Program (DVBE) requirements can be found at the Internet web site www.pd.dgs.ca.gov/dvbe/default.htm. Select "DVBE Resource Packet" under "Related Web Sites."

The DVBE package and the required submittal forms can be found at the Internet web site listed above.

Refer to the following pages for additional Required Attachments that are a part of this agreement.

ATTACHMENT 1

Required Attachment Check List

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Proposal/Proposer Certification Sheet
_____ Attachment 3	Cost Sheet
_____ Attachment 4	Proposer References
_____ Attachment 5*	Letters of Agreement of Joint Partnership/Venture Documentation
_____ Attachment 6	Disabled Veteran Business Enterprise Participation Forms and Instructions Std. 840 Disabled Veteran Business Enterprise Participation Summary (page 1). Good Faith Effort Documentation – Exhibit A (3 pages)
_____ Attachment 7	Payee Data Record (STD 204) (if currently not on file)
_____ Attachment 8	Contractor Certification Clauses (CCC) CCC201* The CCC can be found on the Internet at www.dgs.ca.gov/contracts .
_____ Attachment 9	Target Area Contract Preference Act (TACPA) *
_____ Attachment 10	Enterprise Zone Act (EZA) *
_____ Attachment 11	Local Agency Military Base Recovery Area (LAMBRA) Act*

***if applicable**

ATTACHMENT 2

Proposal/Proposer Certification Sheet

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

Do not return Section C, Proposal Requirements and Information, pages 9 through 14, nor the "Sample Agreement" at the end of this RFP.

- A. Our all-inclusive cost proposal is submitted in a sealed envelope marked **"Cost Proposal - Do Not Open"**.
- B. Place all required attachments behind this certification sheet.
- C. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business and DVBE Certification as:		
a. California Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>	
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes" . Date application was submitted to OSBCR, if an application is pending:		

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the
Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to the Office of Small Business and DVBE Certification.

ATTACHMENT 3

Cost Proposal Worksheet

DIRECT LABOR*

Staff #1	Hours	_____	Rate	_____	Total \$	_____
Staff #2	Hours	_____	Rate	_____	Total \$	_____
Staff #3	Hours	_____	Rate	_____	Total \$	_____

(Continue if additional staff)

Direct Labor Subtotal \$_____

OPERATING EXPENSES

Facilities \$_____

Travel costs \$_____

Equipment \$_____

Supplies \$_____

Other Direct Costs \$_____

Subcontractor and Consultant Costs

Subcontractor #1 Total \$_____

Subcontractor #2 Total \$_____

Subcontractor #3 Total \$_____

(Continue if additional Subcontractors or Consultants)

Subcontractor/Consultant Subtotal \$_____

Operating Expenses Subtotal \$_____

TOTAL COSTS \$_____

Of your proposal's TOTAL COST, please indicate the dollar amount that will support the two major project components:

1. Coordinate & Support Demonstration Site Component: \$_____

2. Coordinate & Support Statewide Training and Leadership Component \$_____

*Hours must agree with hours stated in the Work Plan.

Request for Proposal
Special Needs Project Coordination and Training, CCFC-6916
First 5 California Children & Families Commission

ATTACHMENT 4

Proposer References

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed non-responsive.

List below three references of similar types of services performed within the last five years. Do not include CCFC as a reference. If three references cannot be provide, please explain why on an attached sheet of paper.

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

*One form to be completed for the prime and each of the subcontractors performing 20 percent of the proposed work or more.

STANDARD AGREEMENT (STD 213)

AGREEMENT NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below
STATE AGENCY'S NAME
California Children and Families Commission (CCFC)
CONTRACTOR'S NAME
2. The term of this Agreement is:
3. The maximum amount \$
Of this Agreement is:
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:
Exhibit A – Scope of Work Page(s)
Exhibit B – Budget Detail and Page(s)
* Exhibit C – General Terms and GTC20 02/20/2
(Number) (Dated)
Exhibit D – Special Terms and Page(s)
Exhibit E – Additional Provisions Page(s)
Exhibit F – Staff Resumes Page(s)
*View at www.dgs.ca.gov/contracts

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature) —	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME California Children and Families Commission		
BY (Authorized Signature) —	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Joseph P. Munso, Chief Deputy Director		
ADDRESS 501 J Street, Suite 530, Sacramento, CA 95814		

☐ Exempt _____

EXHIBIT A

Scope of Work

1. Contractor agrees to provide to California Children and Families Commission (CCFC) (type of service) as described herein:

Develop and implement the First 5 California Special Needs Project Coordination and Training, which will consist of two major components: coordinate and support the First 5 California Special Needs Project Demonstration Sites; and coordinate and support the selected statewide Training and Leadership Activities to disseminate promising practices from the Demonstration Sites.

2. The services shall be performed statewide.
3. The services shall be performed during normal working and any other hours deemed necessary by CCFC/Contractor.
4. The project representatives during the term of this Agreement will be:

State Agency: California Children and Families Commission	Contractor:
Name: Emily Nahat	Name:
Phone: (916) 323-0056	Phone:
Fax: (916) 323-0069	Fax:

Direct all inquiries to:

State Agency: CCFC	Contractor:
Section/Unit: Administration Division	Section/Unit:
Attention: Marc R. Brandon	Attention:
Address: 501 J Street, Suite 530 Sacramento, CA 95814	Address:
Phone: (916) 323-2555	Phone:
Fax: (916) 327-8493	Fax:

5. Contractor Agrees to provide services in the manner specified herein and as detailed in Attachment 1, titled Detailed Scope of Work.

EXHIBIT B

Budget Detail and Payment Provisions

1. Invoicing and Payment

- a. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Attachment I, titled Cost Proposal, which is attached hereto and made a part of this Agreement.
- b. Invoices shall include the Agreement Number, sufficient scope and detail to define the actual work performed and specific milestones completed, including a description of the activities of the Contractor and Subcontractor, the hours allocated to those activities, the locations where work was performed, the expenses claimed, any required reports, and shall be submitted in duplicate not more frequently than monthly in arrears to:

California Children and Families Commission
Attention: Sandy Beck
501 J Street, Suite 530
Sacramento, CA 95814
(916) 323-0056

- c. If an invoice is disputed, the Contractor will be notified within seven (7) working days of receipt of the invoice. The Contractor will be informed of the reason for the dispute and the disposition of the invoice. If the invoice is corrected, notification will be verbal and will not stop the payment process. However, if the invoice is unacceptable and cannot be processed, the issuance of a written dispute will stop the clock for prompt payment, and processing will not be restarted until the corrected invoice is returned to CCFC.
- d. For all expenses claimed, each invoice shall include all documents necessary to support the charges.
- e. Fund transfers between budgetary line items or categories of \$50,000.00 or more must be pre-approved, in writing, by CCFC.

2. Budget Contingency Clause

- a. This Agreement is valid and enforceable only if sufficient funds are available in the appropriate account of the California Children and Families Trust Fund with which to carry out the purposes of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature, or any statute enacted by the Legislature, that may affect the provisions, terms or funding of this Agreement in any manner.

- b. Contractor understands and agrees that this Agreement is subject to the condition that sufficient funds are available in the appropriate account of the California Children and Family Trust Fund. If sufficient funds are not available in the appropriate account of the California Children and Families Trust Fund due to a decrease in projected tax revenue collected pursuant to Revenue and Taxation Code section 30131.2, this Agreement shall be invalid and of no further force and effect. In this event, the State of California and/or the California Children and Families Commission shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement, and the Contractor shall not be obligated to perform any provisions of this Agreement.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Progress Payments

Progress payments are permitted for tasks completed under this contract. Ten percent of the invoiced amount shall be withheld pending final completion of each task. Any funds withheld with regard to a particular task may be paid upon completion of that task.

Cost Proposal

(TO BE ADDED UPON AWARD OF THE AGREEMENT)

EXHIBIT D

Special Terms and Conditions

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Conflict of Interest

- a. The State intends to avoid conflicts of interest or the appearance of conflicts of interest on the part of the Contractor, subcontractors, or employees, officers, and directors of the Contractor or subcontractors. Thus, the State reserves the right to determine, at its sole discretion, whether any information received from any source indicates the existence of a conflict of interest.
- b. If the State becomes aware of a known or suspected conflict of interest, the Contractor or subcontractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor or subcontractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by the State to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by the State and cannot be resolved to the satisfaction of the State, before or after the award of the Agreement, the conflict will be grounds for termination of the Agreement.

3. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with California Children and Families Commission, Executive Director within ten (10) days of discovery of the problem. Within ten (10) days, the Executive Director shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Executive Director shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

4. Subcontractors and Vendors

- a. As used in this Agreement, the term "subcontractor" shall include any individual or entity that enters into a written subcontract with the Contractor for performance of any part of this Agreement.
- b. No portion of this work under this Agreement may be subcontracted by the Contractor without the express written consent of CCFC. CCFC's acceptance of

the subcontractor shall be contingent upon the review and approval of the final written subcontract and the subcontractor's Conflict of Interest Certificate. No subcontract entered into by the Contractor under this Agreement shall in any way release the Contractor from any term or provision of this Agreement.

5. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Evaluation of Contractor

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file.

7. Confidentiality

- a. All data and information related to CCFC operations, which are designated confidential by CCFC or developed by the Contractor and deemed confidential by CCFC, shall be properly safeguarded and protected by the Contractor from unauthorized use and disclosure. At a minimum, during non-working hours, CCFC paper and or electronic documents, reference materials, or any materials related thereof shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.
- b. The Contractor and his or her employees are hereby considered agents only for confidential data purposes and will be liable under the State and Federal statutes for unauthorized disclosures. In the event of subcontracting, the subcontractor and its employees will also be considered agents only for confidential data purposes, and will be held liable under said state and federal statutes.
- c. The Contractor and all subcontractors shall immediately notify CCFC of any request from a third party for disclosure of any information relating to this Agreement, including, but not limited to, subpoena, deposition proceedings, court order or other legal action. Unless CCFC authorizes the disclosure of the information in writing, the Contractor and all subcontractors shall use every means, to the maximum extent permitted by law and at no cost to the State, to protect the information from disclosure.

8. Lobbying, Political Activities, and Politicians

- a. The Contractor shall not use Agreement funds for direct or indirect lobbying.
 - 1. Direct lobbying, for the purposes of this Agreement, is defined as any explicit attempt to promote a yes or no vote on a specific piece of legislation, local ordinance or ballot measure through any oral, written or other form of communication with any member or employee of a legislative body, or any government official or employee who participates in the formulation of, or decision-making regarding that specific piece of legislation, local ordinance or ballot measure.
 - 2. Indirect lobbying, for the purposes of this Agreement, is defined as any oral or written communication to the general public or any segment of the general population which explicitly attempts to promote a yes or no vote on a specific piece of legislation, local ordinance or ballot measure by encouraging the recipients of the communication to attempt to influence a legislator or an employee of a legislative body or any other government official or employee who participates in the formulation of, or decision-making regarding that legislation, local ordinance or ballot measure.
- b. The Contractor shall not use Agreement funds to promote a yes or no vote on a ballot measure.
- c. The Contractor shall not use Agreement funds to promote, directly or indirectly, any candidate for an elective public office.
- d. The Contractor and its subcontractors shall not feature the image or voice of any elected public official or candidate for public office, nor shall the Contractor and its subcontractors directly represent the views of any elected public official or candidate for public office, in any work generated by this Agreement.

9. News Releases and Publicity

The Contractor shall not issue any news release or make any statement to the news media regarding the operational procedures of this Agreement, the meetings or decisions related to this Agreement, or to the status of work related to this Agreement without prior written approval of CCFC.

10. Termination for Convenience

CCFC retains the option to terminate this Agreement without cause at CCFC's convenience, provided that written notice has been delivered to the Contractor at least thirty (30) days prior to such termination date. If CCFC terminates this Agreement at its convenience, the Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided and its expenses necessarily incurred pursuant to this Agreement, up to the date when notice of termination is received by the Contractor.

11. Responsibilities Upon Termination

After receipt of notification of termination of this Agreement, and except as otherwise specified by the State, the Contractor shall stop work under this Agreement on the date specified in the written notice of termination. The Contractor shall do all of the following:

- a. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated;
- b. Assign to the State, effective on the date of termination, in the manner, and to the extent specified by the State all of the rights, titles, and interests for the Contractor under the orders and subcontracts terminated, in which case the State has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts and reduce any settlement amount determined by the amount paid for such orders or subcontracts;
- c. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent the State may require. The State's approval or ratification shall be final for the purposes of this section;
- d. Upon the effective date of termination of the Agreement and the payment by the State of all items properly chargeable to the State hereunder, Contractor shall transfer, assign, and make available to the State all property and materials belonging to the State, all rights and claims to any and all reservations.
- e. Take such action as may be necessary, or as the State may specify, to protect and preserve any property related to this Agreement which is in the possession of the Contractor and in which the State has or may acquire an interest.

12. Contractor Name Change

Contractor shall provide a written notice to the State at least thirty (30) days prior to any changes to the Contractor's current legal name.

EXHIBIT E

Additional Provisions

1. Consultant - Staff Expenses

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

2. Public Works - Rules/Regulations

Contractor shall observe and comply with all federal, state, city, and county laws, rules or regulations affecting the work. Any work done that does not comply with any laws, rules, or regulations will be remedied at the Contractor's expense.

3. Copyright

- a. The State shall be the owner of all rights, title, and interest in, not limited to the copyright to, any and all Products created, provided, or developed under this Agreement, whether or not published or produced. The copyright to any and all Products created, provided, or developed under this Agreement, whether or not published or produced, belongs to the State from the moment of creation.
- b. The State retains all rights to use, reproduce, distribute, or display any Products created, provided, developed, or produced under this Agreement and any derivative products based on Agreement Products, as well as all other rights, privileges, and remedies granted or reserved to a copyright owner under statutory and common-law copyright law.
- c. At any time the Contractor enters into an Agreement with another party in order to perform the work required under this Agreement, the Contractor shall require the Agreement to include language granting the State the copyright for any Products created, provided, developed, or produced under the Agreement and ownership of any Products not fixed in any tangible medium of expression. In addition, the Contractor shall require the other party to assign those rights to the State in a format prescribed by the State. For any Products for which the copyright is not granted to the State, the State shall retain a royalty-free, nonexclusive, and irrevocable license throughout the world to reproduce, to prepare derivative products, to distribute copies, to perform, to display, or otherwise use, duplicate, or dispose of such Products in any manner for governmental purposes and to have or permit others to do so.

- d. All Products distributed under the terms of this Agreement and any reproductions of products shall include a notice of copyright in a place that can be visually perceived at the direction of CCFC. This notice shall be placed prominently on Products and set apart from other matter on the page or medium where it appears. The notice shall state "Copyright" or "©," the year in which the work was created, and "California Children and Families Commission". When space does not permit, and with advance approval of CCFC Contract Manager or his/her designee, "California Children and Families Commission may be abbreviated "CCFC".

4. Rights in Data

Notwithstanding any other provision of this Agreement or its Exhibits, Contractor and First 5 California Children and Families Commission understand and agree that the provision entitled "Copyrights and Ownership of Products" governs all ownership right to data files and databases.

5. Pre-Approvals

- a. All major media contacts associated with this Agreement must be pre-approved by the CCFC.
- b. Creation of Advisory Committees must be pre-approved by the CCFC.
- c. Criteria for the selection of Advisory Committee members must be pre-approved by the CCFC.
- d. Process for and criteria for selection of participating counties, subcontractors, consultants, or expert advisors must be pre-approved by the CCFC.
- e. Out of State travel not approved in the original Budget and/or Scope of Work must be pre-approved for reimbursement.
- f. The evaluation plan and its design must be pre-approved by the CCFC.
- g. All changes in professional project personnel must be pre-approved by the CCFC.

6. Acknowledgements

- a. Contractor shall acknowledge the support of the First 5 California Children and Families Commission when publicizing/publishing the work performed under this Agreement.
- b. Works developed with the Agreement funds shall contain an acknowledgement of the use of First 5 California Children and Families Commission funds in the

development of materials. The CCFC reserves the right to direct Contractor to include a disclaimer that the contents do not necessarily reflect the position or policy of the CCFC.

7. Annual Progress Report and Interim Status Report

- a. The Contractor must submit an **Annual Progress** Report to CCFC no later than September 30 of each year, for Agreement work performed during the previous State Fiscal Year (July 1 – June 30). The report shall be developed using the template available at www.ccfc.ca.gov <http://www.ccfc.ca.gov>.
- b. The Contractor must submit an **Interim Status Report** no later than February 15 of each year, for Agreement work performed between July 1 and December 31 of the prior year. The report shall be developed using the template available at www.ccfc.ca.gov [<http://www.ccfc.ca.gov>](http://www.ccfc.ca.gov).
- c. In addition, the Contractor must submit a **Final Program Evaluation Report** to CCFC by October 15, 2008, using a format approved by CCFC.

8. Program Evaluation

A final evaluation report will be due by October 15, 2008.

9. Purchased with State Funds

Any equipment or software acquired for the purpose of performing the contracted services will be acquired by the Contractor with approval from CCFC. Further, the contractor agrees to retain title, ownership, and control of such acquisitions, and CCFC will take no interest in such equipment after performance is completed and the Agreement is terminated.

10. Principles on Equity

In recognition of the significant gaps and disparities in the provision of services for children and their families and as observed in educational, health and other outcomes, the State Commission adopted the Principles on Equity in October 2001. With the adoption of the Principles on Equity, it is CCFC's expectation that contractors' policies and programs will equitably provide California's children (prenatal to 5) from diverse backgrounds and with diverse abilities with accessible, family-friendly, culturally competent, quality early childhood services and programs designed to help the Prop 10 funded programs embrace the spirit and direction of the Principles on Equity. Elements of the Principles on Equity must be evident in the contractor's work plan from program development through implementation and evaluation/reporting. There are four major components to the Principles on Equity:

1. Inclusive Governance and Participation
2. Access to Services

3. Legislative and Regulatory Mandates
4. Results-based Accountability

Contractor can refer to the booklet "A Guide To Doing Business With California Children & Families Commission" or the First 5 California website (www.ccfc.ca.gov) for the full text with the complete listing of the Principles on Equity.